

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF FAIRHAVEN

and

COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES AFL-CIO

covering

CLERICAL EMPLOYEES

July 1, 2019 - June 30, 2022

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AGREEMENT

This agreement entered into by and between the TOWN OF FAIRHAVEN, Massachusetts, hereinafter sometimes referred to as the EMPLOYER or TOWN, and COUNCIL 93 AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I **RECOGNITION**

Section 1. In accordance with the certification of the Massachusetts Division of Labor Relations, the EMPLOYER recognizes the UNION as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment for all full-time and regular part-time clerical positions in the TOWN including all principal office assistants, benefits coordinator, payroll administrator, administrative assistants, assistant treasurer/collector, financial assistant and assistant town clerk and excluding all managerial and confidential employees, and all employees of the Town of Fairhaven.

Section 2. The EMPLOYER will not aid, promote or finance any other clerical group or organization which purports to engage in collective bargaining, or make any agreement with such group concerning wages, hours or conditions of employment for the employees in this unit for the duration of the certification by the Massachusetts Division of Labor Relations.

ARTICLE II **CHECK OFF OF UNION DUES - AGENCY SERVICE FEE**

Section 1. Check off of Union Dues

If, during the term of this agreement, any employee covered by this agreement files with the EMPLOYER an authorization of check-off dues and/or voluntary agency fee in the form attached hereto and marked "Attachment A", the EMPLOYER agrees to deduct union membership dues levied in accordance with the contribution of the UNION from the compensation of each such employee.

The EMPLOYER further agrees to remit by the tenth day of each month the aggregate amount of such deductions made during the preceding month to the Treasurer of the UNION along with a list of the employees from whom said dues have been deducted.

The EMPLOYER agrees to notify the UNION whenever deductions are not made in accordance with an authorization of check-off due to the fact that an employee is not on the payroll during any payroll period.

All persons eligible to join the UNION must do so after thirty (30) days of continuous employment. Temporary employees shall pay Union Dues after sixty calendar days.

ORIENTATION: The employer will provide the Union Steward the name, title, and starting salary of any new employee hired into the bargaining unit. The Town agrees to allow one-half (1/2) hour to be allotted to the Union representative and the new employee, if the new employee so chooses, during which time the Union representative may discuss the Union with the employee.

Section 2. Agency Service Fee

An Agency Service Fee in accordance with the provisions of Chapter 150E of the General Laws shall be in effect for this bargaining unit as of the date of the signing of this Agreement. All employees in the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive bargaining agent and representative, an amount equal to the Union's regular and usual membership dues. Every new employee shall be advised of this before he/she is hired so that he/she has knowledge of same.

In consideration of the Employer's entering into this Collective Bargaining Agreement, which Agreement includes an Agency Service Fee provision, the Union agrees to indemnify the said Employer and hold it harmless from any and all claims, liabilities or costs of the Employer which arises out of entering into or enforcement of said provision or which arise out of the payroll deduction of agency service fees, including any and all legal fees and costs incurred by the Town.

AFSCME PEOPLE As allowed by MGL, Chapter 180, Section 173, the Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III

MANAGEMENT RIGHTS

Except as otherwise noted in this Agreement, the Town retains all rights of management, including the right to direct employees, to hire, classify, promote, train, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work, lack of funds, or for causes beyond the Town's control, to determine organization and budget, to maintain the efficiency of the operations entrusted to the Town and to determine the methods, technology, means and personnel by which such operations are to be conducted, including contracting and sub-contracting; similarly, to take whatever action may be necessary regardless of prior commitments to carry out the responsibilities of the Town in any emergency. The Town shall have the right in its discretion to employ emergency personnel or temporary personnel as required for a maximum of sixty (60) calendar days. The Town shall have the right to reassign clerks from one office to another to complete work as required.

When a short term vacancy exists, the Town Administrator and/or the Board of Public Works Superintendent may temporarily, for no longer than one (1) month, move clerical from one department to another. If this need arises, as determined by the Town Administrator and/or the Board of Public Works Superintendent will be allowed to choose the clerical support necessary to fill the short term vacancy based on reverse seniority and the matching of skills between the person and the position which is vacated temporarily.

ARTICLE IV
EMPLOYEE'S RIGHTS AND OBLIGATIONS

Section 1. Organization Activities

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, employee shall have and be protected in the exercise of the rights, freely and without fear of penalty of reprisal; to form, join or assist employee organization; to act in the capacity of Union representative; to engage in other lawful Union and converted activities for the purpose of collective bargaining or other mutual aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion and from any discrimination in regard to tenure, promotion or other conditions of employment. The Union agrees that it shall represent the interests of all employees without discrimination and without regard to whether or not any employee is a member of the Union.

Section 2. Union Membership

The employer will advise the Union in writing of the name, address and classification of each new employee. The Employer recognizes the right of any employee to become a member of the Union or refrain from becoming a member of the Union and will not discourage or encourage or discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union or refrain from becoming a member of the Union. All persons eligible to join the union must do so after thirty (30) days of employment.

Section 3. Steward and Union Officers -Appointments and Duties

The Town recognizes the right of the Union to have a Shop Steward who will represent the employees covered by this Agreement. The Union agrees to furnish the Town with a list of Union Officers and Steward immediately after their designation and to notify the Town of any change.

The Shop Steward shall be granted reasonable time off without loss of pay during the working hours sufficient to seek to settle grievances. The Town agrees to permit Union representative to be present at all hearings and meetings involving personnel matters. No employee shall be refused Union representation in matters involving discipline of job performance.

Section 4. Access to Premises

The Town agrees to permit representatives of the Union to enter the premises at any reasonable time for an individual discussion of working conditions with employees.

ARTICLE V
DISCRIMINATION

Neither the EMPLOYER nor the UNION will discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin.

ARTICLE VI

This section intentionally left blank.

ARTICLE VII
PROTECTION

Insofar as is required (as distinguished from permitted) by Massachusetts General laws, the Town shall hold the employee harmless from any loss or liability arising out of acts resulting in accidental bodily injury to or the death of any person or accidental damage to or destruction of property. The employee is expected to exercise all reasonable care and precaution to prevent undesirable consequences from arising as a result of the performance of his/her duties.

ARTICLE VIII
BULLETIN BOARDS

Announcements shall be posted in conspicuous places where employees enter or leave the premises or an agreed upon location in each building. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

ARTICLE IX
WORKER'S COMPENSATION

All employees covered by this Agreement shall be covered under the Worker's Compensation Law. Each such employee shall be entitled to the benefits and be subject to the provisions of General Laws, Chapter 152.

An employee receiving Worker's Compensation shall be entitled to sick pay only in an amount equal to the deficiency, if any, between the employee's regular weekly pay and the compensation payment. In determining the amount of compensation both individual and dependency payments, if any shall be included.

An employee will accumulate sick leave, vacation and longevity while receiving Worker's Compensation.

ARTICLE X
GROUP INSURANCE PLAN

The Employer will continue for the duration of this agreement to provide a group insurance plan on substantially the same basis as present. The Employer will not itself operate the plan, but the insurance company or companies will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. The premiums for such plan shall continue to be 60% Town (Employer) share and 40% Employee share. Any claims or disputes concerning eligibility for payment or benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedures herein.

In the event a proposal comes before the Town Meeting to increase the Town's contribution from the present 60% to a greater amount of the premium, the Town of Fairhaven will support such increase and if adopted will be extended to the clerical employees as of the effective date See Memorandum of Agreement between the Town of Fairhaven and the Fairhaven Public Employees Coalition effective July 1, 2012 - June 30, 2014

ARTICLE XI
WORK WEEK; SHIFTS; HOURS

Section 1. Regular working hours and the normal work week for employees shall be based on present working hours at each department as follows:

Work Week: 40 hours per week – ½ hour unpaid lunch period

35 hours per week - 1 hour unpaid lunch period

20 hours per week - no lunch period

40 HOUR EXAMPLE: M-F 8:00 A.M. - 4:30 P.M. with an unpaid lunch period from 12:00 - 12:30 P.M.

35 HOUR EXAMPLE: M-F 8:30 A.M. - 4:30 P.M. with an unpaid lunch period from 12:00 - 1:00 P.M.

Lunch period to be determined by Town Administrator/Department Head.

Section 2. Present and past practices with regard to work outside or different from normal working hours or days shall be continued.

Section 3. All employees' work schedules shall provide a ten (10) minute rest period during each one-half (1/2) shift. Whenever possible, the rest period shall be scheduled in the middle of the half shift. Smoking shall be permitted before work, at rest periods and after work.

Section 4. If a temporary employee who has been employed at least twenty (20) hours per week with no break in service becomes permanent, all benefits (vacation, sick days, personal days and retirement) will be retroactive.

Section 5: Union members may utilize their accruals (vacation, personal, sick and compensatory time) in increments of one hour.

ARTICLE XII
OVERTIME COMPENSATION

An employee shall be compensated at 1 ½ the hourly rate for his/her rate designated for hours worked in excess of the normal work day or work week in the same work period.

Compensatory time within the same work period may be chosen by the employee in lieu of payment. Compensatory time given as overtime shall be 1 ½ times the hours worked.

Compensatory time shall not exceed 40 hours during a fiscal year. A maximum of 40 hours may

be carried over to the next fiscal year.

ARTICLE XIII
PAID HOLIDAYS

The following shall be deemed paid holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day After Thanksgiving
Patriot's Day	Columbus Day	Christmas Day

On the day before Christmas, the day before New Years and on Good Friday, an employee will work one-half of employees work day with no time off for lunch as long as it does not interfere with the operation of the office. When Christmas and New Years are on a Thursday, Friday would also be a full day off. When Christmas and New Years fall on a Tuesday, the Monday before would also be a full day off.

If a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. If a holiday falls on a Sunday, the following Monday will be recognized as the holiday.

An employee must be employed three (3) months to receive a paid holiday.

Payment shall be provided to the eligible employee who has worked on his/her last regularly scheduled working day prior to his/her next regularly scheduled working day following such holiday, or was in full pay status on such preceding and following day.

ARTICLE XIV
VACATION

An employee will be entitled to vacation after one continuous year of employment.

Time Employed:	Length of Vacation:
0-6 months	0 days
6 months to year 2	10 days (for the entire 18 months covered)
After 2 nd year	10 days each year

After five years	15 days each year
After ten years	20 days each year
After fifteen years	25 days each year

Preference of vacation date shall be given on the basis of seniority within the departments with the understanding that the department head may exercise his reasonable discretion in the assignment of vacation dates with proper functioning of the department head in mind.

Vacation leave will be taken after the employee's anniversary date (starting date) and be used during that twelve (12) month period.

Employees who are eligible for vacation and whose services are terminated by resignation, lay-off, dismissal or retirement will be paid an amount equal to the vacation allowance earned in the vacation year prior to separation from the payroll.

Vacation schedules for each department shall be filled out prior to May 1 or each year.

An employee shall be able to take one (1) week of his/her vacation two (2) days at a time unless in an emergency with the approval of the department head.

Vacation days may be used in absence of sick leave when there is no sick leave remaining with the approval of the department head and executive secretary.

An employee upon his/her reinstatement who pays back his/her retirement in its entirety, shall be credited with the vacation time previously earned upon his/her resignation.

ARTICLE XV

SICK LEAVE

Section 1. Each employee shall be credited with sick leave after three (3) months of service with pay at the rate of one and one-quarter (1 1/4) days for each month of service starting after the date of this Agreement. Sick leave credit will begin the first (1st) day of the month following the month in which a new employee is employed. Sick leave may be accumulated up to one hundred and twenty (120) days.

A full-time employee shall accumulate sick leave credit with pay at the rate of one and one-quarter (1 1/4) for each full calendar month of employment. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. A full-time employee shall not

accrue sick leave credit for any month in which he or she was on leave without pay, or absent without pay for the entire month.

Regular employees of the Town of Fairhaven who are employed on a part-time basis having a minimum of twenty (20) hours per week shall be entitled to one and one-quarter (1 1/4) days of sick leave per month based on a regular part-time day.

A list of accumulated sick leave shall be posted in each department for all employees within the department by July 31st for the previous fiscal year ending June 30th. No transfer within the service of the Town of Fairhaven shall affect the amount of earned sick leave credit and accumulations to which an employee is entitled under this Article.

Section 2. An employee who is reinstated or re-employed after an absence of less than one (1) year shall be credited with his/her sick leave credit at the termination of his/her employment because of illness or lay-off.

Section 3. Notification of absences under this Article must be given to the designated representative of the appointing authority at least ten (10) minutes before starting time. Each department shall post in a conspicuous place the procedure and person to notify of an illness so employees will be clearly informed of the procedures to follow.

Section 4. The employer may require any employee to produce medical proof if he/she absences himself/herself the day before or the day after a holiday, or if he/she is absent because of a sickness for any period in excess of three (3) days and the employer may require the employee to be examined by a physician selected and paid for by the employer. In addition, the employer reserves the right to require medical evidence for less than four (4) sick days if sick leave abuse is suspected as long as this right is not exercised arbitrarily or capriciously. If so required, such evidence is to be acquired at the employee's expense unless resulting from examination by a physician selected and designated by the Town. This abuse of sick leave will be enforced when, during any ninety (90) day period when three or more sick days are taken.

Subsequent sick days taken during the next ninety (90) day period will require a medical certificate. When absent, a medical certificate must be turned in within two (2) working days. If not turned in, it will not count as an excused absence and employee will not be paid.

Section 5. It is agreed that whenever a female employee shall become pregnant, she shall furnish her department head or appointing authority with a certificate from her physician stating the

approximate date of delivery. She may continue to work as long as her physician certifies that she is able to do so, provided that the department head does not find her work performance is impaired. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery therefrom are, for all job related purposes temporary disabilities and should be treated as such under the sick leave provision of this Agreement. Sick leave policy shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other disabilities, provided that nothing in this article shall restrict a female employee from requesting a leave of absence without pay under the provisions of General Laws. A female employee must give department head thirty days notice of approximate delivery date that she is able to work.

Section 6. Employees will be provided an incentive for attendance as of June 30 of each year.

The amounts are as follows:

0 days of sick leave	\$400.00
1 day of sick leave	\$325.00
2 days of sick leave	\$250.00
3 days of sick leave	\$175.00
4 days of sick leave	\$125.00
5 days of sick leave	\$75.00
More than 5 days of sick leave	\$0

Payment will be made as of the week ending June 30th of each year. Use of sick leave pending a determination of worker's compensation will not be considered sick leave use if the worker's compensation claim has been approved for payment and the employee has been reccredited with his/her sick leave. An employee will have to be employed one (1) full fiscal year to collect the sick leave incentive.

Section 7. Employees who are absent from work due to an industrial accident which has been reported within three (3) working days of the date of the accident may, at their option, draw upon their sick leave day by day, until they exhaust their sick leave or upon receipt of their first worker's compensation check, which means approval of the worker's compensation claim, the employee will reimburse the town for that portion of sick leave which was used during the period in which the employee was waiting for the worker's compensation approval. The employee shall then be reccredited with the sick leave which was used during this same period. Compensation

checks will be mailed to the town. Use of sick leave in conjunction with worker's compensation shall not affect the sick leave incentive for the first five days of injury only.

Section 8. An employee as of June 30th of each year will be compensated for unused sick leave in excess of 120 days at the rate of one-half (1/2) of all such sick leave.

An employee, who is eligible for retirement or is laid off or dies, will be paid for one-half (1/2) the number of unused sick days. This payment will be considered a bonus and should not be eligible for any retirement delay. An employee may buy back his/her sick leave for up to one year after separation of payroll.

Section 9. A maximum of five (5) sick days in any one year for illness in the immediate family may be used as sick leave. These sick days will be deducted from the sick leave bonus.

Section 10. At separation from the Town, except for just cause, the employee shall be paid at the rate of one day's pay for each two (2) days of sick leave accumulated.

Section 11. Sick Leave Bank

An employee may donate a portion of her/his accumulated sick leave days to another employee who is on a prolonged illness (thirty (30) days or more), who has exhausted her/his own accumulated sick leave days, who is in financial need and who is not receiving other compensation from a governmental agent or private employment. An employee shall not be allowed to make the donation if her/his accumulated sick leave days are fifteen (15) days or less or if the number of days to be donation will diminish her/his own accumulated sick leave days below a total of fifteen (15). An employee shall not be allowed to donate any accrued sick leave days beyond her/his accumulated one hundred and twenty (120) days.

Employees may donate a maximum of five (5) days to any individual employee. If the employee receiving the sick leave returns to duty prior to the exhaustion of donated sick leave, any donated days shall be returned to the employee(s) that donated them on an equal basis. All donations of sick days must be approved by the Town Administrator. Any sick days donated pursuant to this section shall not count as used sick time when calculating payments as provided for in Section 6 and Section 8 of this article.

ARTICLE XVI

FAMILY LEAVE

An employee may be apply for up to three (3) months' leave of absence without pay for the purpose of taking care of a sick member of the immediate family. (Immediate family is considered as parents, sister, brother, child, spouse, parents-in-law, grandparents, or any other person actually domiciled with the employee.) An employee's sick leave, longevity, personal days, and vacation will be prorated for that fiscal year in which the employee was absent. Proof of illness must be provided by family member's physician.

ARTICLE XVII

PERSONAL DAYS

An employee will be entitled to three (3) free personal days. These days will be taken during the year from July 1 to June 30. If an employee has not worked a full year their personal days will be determined by how many months they have worked. New employees will be entitled to personal days after six (6) months of employment.

Personal day requests must be given 48 hours notice to the department head unless it is an emergency. Personal days will count a sick days when not requested 48 hours in advance and approved.

A person will not be paid for any personal days upon resignation.

ARTICLE XVIII

LONGEVITY

Longevity payments will be made to regular full-time and regular part-time employees.

Payment of longevity will be made in the first pay day in December. To be eligible, an employee must have completed his/her continuous employment length of service as of December 1.

After 5 years of service	\$350.00	After 24 years of service	\$1200.00
After 6 years of service	\$350.00	After 25 years of service	\$1250.00
After 7 years of service	\$350.00	After 26 years of service	\$1300.00
After 8 years of service	\$400.00	After 27 years of service	\$1350.00
After 9 years of service	\$450.00	After 28 years of service	\$1400.00
After 10 years of service	\$500.00	After 29 years of service	\$1450.00

After 11 years of service	\$550.00	After 30 years of service	\$1500.00
After 12 years of service	\$600.00	After 31 years of service	\$1550.00
After 13 years of service	\$650.00	After 32 years of service	\$1600.00
After 14 years of service	\$700.00	After 33 years of service	\$1650.00
After 15 years of service	\$750.00	After 34 years of service	\$1700.00
After 16 years of service	\$800.00	After 35 years of service	\$1750.00
After 17 years of service	\$850.00	After 36 years of service	\$1800.00
After 18 years of service	\$900.00	After 37 years of service	\$1850.00
After 19 years of service	\$950.00	After 38 years of service	\$1900.00
After 20 years of service	\$1000.00	After 39 years of service	\$1950.00
After 21 years of service	\$1050.00	After 40 years of service	\$2000.00
After 22 years of service	\$1100.00		
After 23 years of service	\$1150.00		

Any employee retiring, resigning, fired or an estate in the case of death, will be entitled to a prorated payment as of the years completed and prorated from anniversary date to termination date. If an employee has resigned and is reinstated and pays back his/her retirement in its entirety they will be credited with his/her longevity previously earned upon his/her resignation.

ARTICLE XIX

PARENTAL LEAVE

Section 1: The TOWN agrees to comply with the provisions of MGL Chapter 149, Section 105D Parental Leave: rights and benefits.

Section 2: An employee who has completed the initial probationary period set by the terms of employment, not to exceed three months, shall be entitled to 8 weeks parental leave for the purpose of giving birth or for the placement of a child under the age of 18 or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the Town shall only be entitled to 8 weeks of parental leave in aggregate for birth or adoption of the same child. The employee shall give at least 2 weeks' notice to the TOWN of the anticipated date of departure

and employee's intention to return, or provide notice as soon as practical if the delay is for reasons beyond the employee's control.

The employee shall be restored to the employee's previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave. An employee on parental leave for the adoption of a child shall be entitled to the same benefits offered by the TOWN to an employee on parental leave for the birth of a child. An employee may use accumulated sick time, vacation or personal time while on parental leave, provide however that when the accumulated sick time, vacation or personal time is depleted the employee will go on unpaid leave.

Section 3: The TOWN shall not be required to restore an employee on parental leave to the previous or a similar position if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the employee's parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of the leave.

Section 4: The parental leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employee was eligible at the date of the leave or any other advantages or rights of employment incidental to the employment position; provided, however, that the parental leave shall be included, when applicable, in the computation of the benefits, rights and advantages.

ARTICLE XX

FUNERAL LEAVE

Four (4) calendar days' leave of absence preceding and including the day of the funeral shall be granted to an employee on request when a death occurs to a member of an employee's immediate family. The immediate family is to be considered father, mother, child, spouse, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, adopted children and any stepchildren. For the death of a brother-in-law, sister-in-law, current son-in-law, current daughter-in-law, two (2) days; aunt, uncle, niece, or nephew one (1) day of funeral leave will be granted. However, the department head may at his reasonable discretion allow time off for the death of other relatives

or members of an employee's household. No payment shall be made for any day's absence during the bereavement period in which the employee is not regularly scheduled to work, e.g. Saturday and Sundays or holidays. No employee shall lose pay to which he is normally entitled while on leave of absence for death in the family nor will it be charged to sick leave or vacation pay.

NOTE: Portion of unused funeral leave (days falling on Saturday, Sunday or holidays) may be used for Probate Court Hearings or Will Readings as long as two (2) days advance notice is given to the department head.

ARTICLE XXI

JURY DUTY LEAVE

An employee in full-time or part-time employment required to serve on jury and thus having to be absent from regular duty may upon application be paid the difference between the compensation received from jury duty and his regular compensation from the EMPLOYER upon presentation of an affidavit of jury duty granted.

ARTICLE XXII

OTHER LEAVE

Section 1. Weather Emergency

During any weather emergency when the Town Hall closes, all other Town offices shall close except those concerned with public safety. Individuals who form a skeleton crew to handle essential services shall be granted compensatory time at a later date with the approval of the department head.

Section 2. Military Leave

Members of the military reserves on brief tours of military duty such as the annual two week tour of duty may be compensated by the Town for the difference between the employee's regular pay and that received on military duty. Such tours of duty shall not be counted against vacation allowance.

ARTICLE XXIII

WORKING OUT OF CLASSIFICATION

Employees required to work in a higher classification shall be paid at the higher level of job classification pay receiving a minimum increase of hourly pay of .35 per hour. An employee who

works in another person's classification for more than two (2) weeks while employee is on vacations, workers compensation, sick leave, maternity leave or leave of absence will receive this pay after the two week period. Extra compensation will stay in effect until incumbent returns to work.

No employee shall be required to work in a lower classification unless employee keeps the same rate of pay.

An employee in the unit who works overtime in a higher classification shall be paid the overtime rate for that position during the time employee works such overtime in the higher classification.

Section 1 – Reclassification Process:

An employee who seeks reclassification of their current position shall adhere to the following procedure and use the attached document:

- A. An employee who seeks reclassification of their current position may request an audit of their position.
- B. The employee shall file said form with the Town Administrator and the Human Resources Director between July 1 and December 1, inclusive, of a particular fiscal year in which the request was made.
- C. The Town Administrator and the Human Resources Director shall conduct a job audit by December 31 of the fiscal year in which the request was made.
- D. Within ten (10) workdays of completion of the audit, the Town Administrator and Human Resources Director shall hold a hearing with the employee to review findings and allow employees to present any further details. The Union may participate in the hearing of the employee so requests.
- E. The Town Administrator and Human Resources Director shall make the final determination by January 31 of the fiscal year in which the request was made. This determination may be grieved by the employee no further than Step 2 in the grievance process as outlined in Article XXIV of this Agreement. If a decision is made to change a positions pay, that pay will take affect the following July 1.

Section 2 – Additional Duties:

Bargaining unit members assigned temporary additional duties that are beyond the scope of their normal duties or a substantial increase in their regular duties shall receive a salary adjustment of 20% in addition to their current salary. Temporary assignments will not be for longer than six (6) months unless specifically agreed to by the Union. This additional compensation shall only come into effect after the Town Administrator, or his assignee, has reviewed the additional duties and agrees that the duties are beyond the scope and scale of the employee's existing job description.

If the temporary duties are deemed to be permanent or incorporated into the incumbents current duties, after the six (6) month timeline, the position will automatically be reclassified outside of the agreed upon reclassification process.

ARTICLE XXIV

GRIEVANCES

The Appointing Authority for all grievances shall be as follows: all Board of Public Works employees shall grieve to the Board of Public Works and all others to the Town Administrator.

Section 1. A grievance is a dispute between the parties over the interpretation of application of the terms of this written Agreement and shall be handled in accordance with the following grievance procedures. Any grievance not processed by the Union through Steps 1-3 below shall be waived.

STEP 1. The UNION submits in writing its grievance to the departmental head within five(5) days after the grievance arises. The department head has three (3) days (exclusive of Saturday, Sunday and Holidays) to act upon the same.

In the event that the aggrieved party is unable by reason of physical or mental incapacity to file the grievance within said time, then he is entitled to file it within five (5) days after the removal of the disability.

STEP 2. Within five (5) days (exclusive of Saturday, Sunday and Holidays), or by transmittal of an answer by the department head, either party may request that the grievance be presented to the Board/Appointing Authority which has fifteen (15) days to act upon the same.

STEP 3. If no settlement is reached at Step 2, either party may submit the matter to arbitration by a request in writing and with notice to the other party, provided that the request for arbitration may not be made earlier than fifteen (15) days or later than thirty (30) days following the request

that the grievance be presented to the Board/Appointing Authority at Step 2. The parties may agree to extend the time for filing an arbitration request with regard to a particular grievance. Unless the parties agree otherwise, arbitration shall be conducted by the Labor Relations Connection of East Sandwich, MA under its applicable rules, before a single arbitrator. The cost of arbitration, including the fees of the arbitrator, cost of record and incidental expenses, shall be borne equally by the parties. Each party shall be responsible for all costs of preparation, presentation, and appeal, if any, of its own case.

Section 2. If the Town of Fairhaven has a grievance, either the Board/Appointing Authority or Department Head shall, within five (5) days, notify the Union Steward who shall meet with the person or Board requesting it within (10) days thereafter. If said matter is not resolved within five

(5) days of said meeting, the Town may submit the matter to arbitration under Step 3, above.

Section 3. Grievance Procedure: Notification

The above steps that require written notification will be delivered in hand or by U.S. Certified Mail. Notice to the Department Head and Union Steward is notice to the parties respectfully.

Section 4. Grievance Procedure: Disciplinary Action

Notwithstanding any of the provisions of this Agreement, dismissal, suspension or any other disciplinary action shall be governed by the provision of General Laws Chapter 150E, Section. (This section is for Civil Service employees only).

Section 5. Grievance Procedure: Questionable Orders

In the event an order is given to any employee, the carrying out of which he/she feels might involve some action contrary to the terms of the Agreement, the employee shall carry out the order and thereafter seek redress through the grievance procedure herein set forth. All correspondence concerning rebutting warning or disciplinary letters should proceed through the normal grievance procedure.

ARTICLE XXV

NO STRIKE CLAUSE

It shall be a violation of this Agreement for any employee, the Union, or any representatives thereof, to engage in, induce, or encourage any strike, work stoppage, slowing down or

withholding of services as provided by General Laws, Chapter 150E, Section 9A.

ARTICLE XXVI
INCLEMENT WEATHER

At the discretion of the Town acting through the department head, employees shall not unnecessarily be exposed to excessive extremes of hot (95 degrees F.) or cold (50 degrees F.) weather in the case of emergencies. Such discretion shall be exercised in a reasonable manner, subject to the grievance and arbitration provisions of this Agreement.

If a hurricane, snowstorm, or any other weather or emergency event is or will occur, the decision to close town hall and other public buildings will be made by the Town Administrator or in his/her absence by the Acting Town Administrator. The Town Administrator will determine what employees are required to work or not work during an emergency event.

ARTICLE XXVII
JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted within ten (10) working days unless the position is to be eliminated. If said position is to be eliminated the Town will notify the Union within ten (10) days. Vacancy shall be posted in a conspicuous place listing the pay, duties, qualifications, location, shift and days off. This notice of vacancy shall remain posted for seven (7) working days. Within twenty-one (21) days of expiration of the posting period, the employer will award the position to the most senior qualified applicant.

The successful applicant shall be given a ninety (90) calendar day trial period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate. If the applicant does not want the position before the ninety (90) day period, he or she has the right to return to his/her position at the prior rate of pay. Employees who were involuntarily returned to their previous position shall have redress to the Grievance and Arbitration Procedure.

Employees who are promoted shall be moved to their new position and rate of pay within five

(5) working days of the position be awarded to them. An employee who is promoted will receive a minimum increase of hourly pay of .35 per hour.

According to G.L. c.41s.19 the Town Clerk may in writing appoint an Assistant Town Clerk without the process of posting and bidding. The Treasurer/Collector may also appoint in writing an Assistant Treasurer/Collector without the process of posting and bidding.

Definition of a vacancy - a vacancy shall be defined as an opening caused by death, retirement, resignation, promotion or availability of a new position which can reasonably be expected to exceed thirty (30) days.

It is mutually agreed between the parties that if no applicant is qualified, the town may fill the position from outside the Union.

ARTICLE XXVII

SENIORITY

Section 1. Definition

Employee's seniority shall be defined as continuous years of service in the Town of Fairhaven. Seniority shall prevail in the following matters; layoffs, recalls, transfers, shift assignments, reassignments and vacations.

Employees who serve a six (6) month probationary period and it shall be deemed that he/she has not seniority status and he/she may be discharged or laid off with or without cause and such discharge or layoff shall not be subject to the grievance procedure. Once the probationary period is over their seniority date shall be the date of hire by the Town.

Section 2. This section intentionally left blank.

Section 3. Reduction in Work Force

In the event of a reduction in force, layoff, or abolition of positions in the bargaining unit, layoffs shall be in inverse order of seniority within a Department and classification . In case of identical seniority, all ties for purposes of layoff shall be broken by the drawing of lots by the employees concerned. A laid off employee shall have the right to bump the least senior employee in the unit in the same classification if such employee is less senior than the laid off employee. If there are no less senior employees in the same classification, the laid off employee may bump a less senior employee in a lower classification. If there are two (2) or more less senior employees in the lower classification, the laid off employee shall bump the least senior employee. Full-time

employees may bump less senior full-time or part-time employees, but part-time employees may bump only less senior part-time employees.

A recall list shall be established for those employees separated or reduced in classification, and employees shall remain on the list for twenty-four (24) months if not recalled or promoted during that time.

At the end of twenty-four (24) months, an employee who remains on the list shall be removed and shall have no further contractual right to recall or promotion, whichever is applicable.

Employees shall be recalled from the list, in order of seniority, if a vacancy occurs in their former classification. In the event of recall, employees shall be notified by certified mail to their last address of record left with the Town and must advise the Town of their acceptance of the position being offered within seven (7) calendar days following the date of mailing or forfeit all recall rights. The Town shall not be required to make more than one (1) offer of re-employment during the period an employee is eligible for recall.

ARTICLE XXIX

UNION REPRESENTATION

The Town agrees to notify the Union President on memos and postings regarding union members and shop stewards.

The above shall be granted reasonable time off during working hours to investigate and settle grievances arising under the provisions of this Agreement.

During the term of this Agreement, as many as one employee who is a union steward or union official or elected delegate shall be granted time off, without loss of pay, at any time for the purpose of attending meetings of state or national bodies with which the union is affiliated.

No more than one (1) employee from this unit may be permitted to attend such meetings.

Employee may be granted a leave without loss of pay for no more than three (3) conventions or meetings per calendar year for two days per year. Compensation will be made for any additional days will be paid from personal, comp or vacation time.

ARTICLE XXX

DRUG AND ALCOHOL SCREENING

Drug/Alcohol Prohibitions - It is impermissible for any employee to report for or to be found on duty while impaired or under the influence of alcohol, marijuana, illegal narcotics, prescription drugs (not prescribed by the employee's physician), or any combination thereof.

Employees may be required to report the use of any drugs prescribed by a physician that may impact that employee's ability to carry out his/her duties.

Reasonable Suspicion and Testing - If the employer believes that an employee's behavior or actions may indicate drug and/or alcohol impairment, that employee may be subject to the discipline below. Observations by the employer must be made during work hours. Speech and behavior are factors in determining reasonable suspicion. The supervisor must directly observe the behavior in question, and may not rely solely on third party reports of alcohol or drug misuse. Observations for reasonable suspicion will be made by one or more trained supervisors.

The supervisor who determines that there is reasonable suspicion of impairment must immediately obtain a second opinion from another supervisory employee who is an employment grade equal to or higher than the initial supervisor. A written, signed report must be completed by the supervisor who determines reasonable suspicion, and the second opinion must be recorded in writing and signed by the supervisor. In addition, the employee will be required to submit to drug and alcohol testing to be performed by a vendor retained by the Town to perform the drug and alcohol testing on employees. Employees ordered to submit for a drug or alcohol test shall comply. Failure to do so will constitute insubordination for the purpose of discipline. Employees at their own expense may have testing done as well.

First positive test or finding of impairment – referral to the Town's Employee Assistance Program.

Second positive test or finding of impairment – Thirty (30) day suspension without pay, unless the employee has accrued vacation leave, personal leave, or sick leave, in which case such suspension shall be with pay to the extent of total accrued time; such leave will be charged to the accrued time in the same order listed herein. The suspension with pay shall be contingent on the Employee completing the required treatment program mandated by the Town's employee assistance program.

Third positive test or finding of impairment - discharge.

Impairment leading to injury - If an employee is found to be impaired by the use of alcohol, marijuana, prescription drugs (not prescribed by the employees physician), and/or an illegal narcotic, and said impairment is found to be related to an injury to that employee, a fellow employee, or any other person, that employee shall be subject to immediate discharge.

ARTICLE XXXI

EVALUATIONS

Written evaluations may be done by an employee's board or department head. No one shall be singled out in any one department. Evaluations will be given to the employee. The employee has the right to accept or not accept the evaluation. If the employee is not satisfied with his/her evaluation the employee has the right to grieve the evaluation.

ARTICLE XXXII

TIME CLOCKS

Time clocks may be used in individual departments at the discretion of the department head.

ARTICLE XXXIII

DURATION OF AGREEMENT

This agreement is to be effective for a period of three years from July 1, 2019 through June 30, 2022.

ARTICLE XXXIV

WAGES

Wages during the term of this contract will be according to "Schedule A' Wages", a copy of which is attached and made a part hereof. Compensation levels of jobs within the clerical employees are set out in "Schedule 'B' Compensation Levels", a copy of which is attached and made a part hereof. Step increases are due on employee's anniversary date or promotion date if classification changes.

Whenever funds are necessary to implement any provision of this Agreement, then it is

understood that such provision is contingent upon receiving the necessary appropriation from Town Meeting. In the event the necessary funds are not appropriated, the issue shall be returned to the parties for further bargaining.

Notwithstanding the foregoing, it is understood and agreed the Town of Fairhaven will actively support before Town Meeting the appropriation of funds to implement this Agreement.

Subject to appropriation by Town Meeting, the TOWN will spend no more than \$6,000 during FY17-18 to hire a consultant to draft updated job descriptions for all members in the bargaining unit and to develop a pay and classification plan that more accurately reflects job responsibilities and duties.

ARTICLE XXXV
EARLY RETIREMENT INCENTIVE

1:0 Upon written notice of intent to retire, an employee, who has or will have at least twenty years of service with the town on the effective retirement date, will receive additional compensation added to the base salary according to the following:

W/3 YEARS	W/2 YEARS	W/1 YEAR
ADVANCE NOTICE	ADVANCE NOTICE	ADVANCE NOTICE
\$2,500.00 EACH YEAR	\$2,500 EACH YEAR	\$2,500 EACH YEAR

1.1 Written notice of intent to retire must be accepted by the Board of Selectmen and Retirement Board no later than February 1 of the first, second, or third year preceding retirement. Payment will become effective in July of the fiscal year following notification and will be added to the regular base pay in the number of paychecks for that specified fiscal year.

1.2 If the employee fails to retire on the specified date, the stipend will be returned to the Town

of Fairhaven by withholding amounts of money from regular paychecks until the total amount of monies advanced are repaid to the Town.

Year 1	With 2% COLA and adjusted Grades A-E					FY20		
	1	2	3	4	5	6		
B	18.86	19.49	20.13	20.80	21.47	22.19	2% COLA plus 2% wage adjustment	
C	20.46	21.11	21.82	22.53	23.28	24.05	2% COLA plus 1.5% wage adjustment	
D	21.13	21.82	22.55	23.28	24.04	24.84	2% COLA plus 1% wage adjustment	
E	23.13	23.88	24.68	25.48	26.31	27.19	2% COLA plus .5% wage adjustment	
Year 2	With 2% COLA					FY21		
	1	2	3	4	5	6	7	
B	19.24	19.88	20.53	21.21	21.90	22.64	23.37	
C	20.87	21.53	22.26	22.98	23.75	24.53	25.33	
D	21.55	22.26	23.00	23.75	24.53	25.33	26.16	
E	23.59	24.36	25.18	25.99	26.84	27.73	28.63	
Year 3	With 2% COLA					FY22		
	1	2	3	4	5	6	7	8
B	19.62	20.27	20.95	21.64	22.34	23.09	23.84	24.61
C	21.28	21.96	22.71	23.44	24.22	25.02	25.83	26.67
D	21.98	22.70	23.46	24.22	25.02	25.84	26.68	27.55
E	24.06	24.85	25.68	26.51	27.38	28.28	29.20	30.15
B:	Senior Office Assistants; Principal Office Assistants; Assistant Town Clerk; Benefits Coordinator							
C:	Administrative Assistants							
D:	Financial Assistant; Payroll Administrator							
E:	Assistant Treasurer/Collector							

Additional amounts are to be added to your hourly pay according to the following:

If you have 5 through 9 years of service you will get an extra .15 an hour.

If you have 10 through 14 years of service you will get an extra .20 an hour.

If you have 15 through 19 years of service you will get an extra .25 an hour.

If you have 20 years of service or more you will get an extra .30 an hour.

If your anniversary date falls between the fiscal year then you would go to the next level of years of service, you will be able to add an additional .05 cents to your hourly pay.

Additional amounts to be added to hourly pay based on years of service is discontinued for employees hired after January 1, 2017.

SCHEDULE "B"

COMPENSATION LEVELS

Principal Office Assistant: Level B / 35 hours per week

Benefits Coordinator: Level B / 35 hours per week

Assistant Town Clerk: Level B / 35 hours per week

Administrative Assistant, Building, Health, Highway: Level C / 35 hours per week

Payroll Administrator, Level D / 40 hours per week

Financial Assistant, Level D / 40 hours per week

Assistant Treasurer- Collector, Level E / 40 hours per week

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives this 28th day of MAY 2019.

For TOWN OF FAIRHAVEN

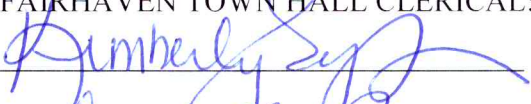
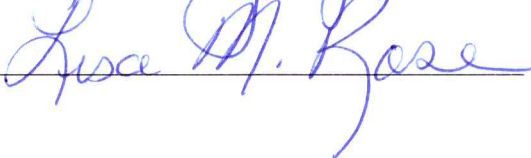
FOR AFSCME COUNCIL 93 LOCAL 851

FAIRHAVEN TOWN HALL CLERICAL:


Charles K. Murphy, Sr.


Robert Espindola


Daniel Freitas



Lisa M. Rose

AFSCME STRONG

AFSCME Council 93

■ Yes! I am AFSCME Strong.
I want a strong voice at work and in my community

Yes, sign me up to:

- Talk to colleagues at work about AFSCME**
- Make phone calls to AFSCME members for campaigns**
- Knock AFSCME member doors during campaigns**

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

Local Number		Employer
Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Job Title
Cell Phone	Personal E-mail Address	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.		
Signature	Date	

Contribution Form

Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Deduction Per Pay Period

☐ \$5 ☐ \$10 ☐ \$15
☐ Other \$ _____ each pp

Circle jacket size.
S M L XL 2XL Other _____

For Office Use Only

☐ JACKET RECEIVED

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature _____ Date _____

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Occupation
Local Number	Employer	
Cell Phone	Home Phone	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.		
Personal E-mail Address _____		



Town of Fairhaven Clerical Union

Reclassification

APPENDIX B

Please Type or Print Form

Name: _____ Date of Hire: _____

Present
Title: _____ Grade: _____

Requested Title: _____ Grade: _____

Department: _____

Immediate Supervisor's Name _____

Immediate Supervisor's Title: _____

Date of Hire in Current Position: _____

Name and Title of Persons You Supervise(If Any) _____

Change In Duties and Responsibilities since Assuming Current Position: _____

List Duties Performed (Use Additional Page if Necessary: (List Approximate % of Time Spent: _____
